



1           Tulare Local Healthcare District, dba Tulare Regional Medical Center (the  
2 "District"), the debtor in the above-captioned case, and API Healthcare Corporation  
3 ("API") (collectively, "the Parties"), with reference to the stipulated facts set forth herein,  
4 hereby stipulate and agree as set forth below.  
5

#### 6           STIPULATED FACTS

7           1.       On September 30, 2017 ("Petition Date"), the District commenced its  
Chapter 9 case (Bankruptcy Case).

8           2.       The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157  
and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core  
proceeding under 28 U.S.C. § 157(b)(2).

9           3.       This stipulation is entered into pursuant to 11 U.S.C. §§ 365 and 901 and  
LBR 9019.

10          4.       On July 20, 2018 the District filed its Motion For Authority To Enter Into  
Transaction Including Borrowing Funds, Sales Of Personal Property And Providing  
Security, Assumption And Assignment Of Contracts And Leases And For Authority To  
Lease Real Property Pursuant To 11 U.S.C. Sections 105, 362, 364, 901 And 922  
("Transaction Motion")(Dkt. 603; WW-41).

11          5.       The Transaction Motion requires parties designated as having a "Potential  
Assumed Contract" to object to the Motion by August 1, 2018 or risk being bound by the  
Court's order thereon, which may include findings authorizing the District to assume and  
assign certain "Potential Assumed Contracts" upon payment of the "cure amount" listed  
in the Transaction Motion.

12          6.       In the Transaction Motion, the District designates API as having a "Potential  
Assumed Contract" ("API's Potential Assumed Contract") and indicates that the "cure  
amount" required to assume and assign API's Potential Assumed Contract under Section  
365 of the Bankruptcy Code is "\$0.00."

13          7.       API disputes the \$0.00 "cure amount" set forth in the Transaction Motion  
pertaining to API's Potential Assumed Contract.

8. At this time the Parties have not reached an agreement fixing the "cure amount" required to assume and assign API's Potential Assumed Contract within the meaning of Section 365.

9. Accordingly, after negotiation, the Parties have reached an agreement (a) extending the deadline for API to object to assumption and assignment of its Potential Assumed Contract, (b) continuing the hearing on API's Potential Assumed Contract, and (c) precluding assumption and assignment of API's Potential Assumed Contract absent a resolution of the "cure amount" by mutual consent of the Parties or by further order of the Court.

## **STIPULATION AND AGREEMENT**

Subject to Court approval, the District and API hereby stipulate and agree as follows:

10. The foregoing Stipulated Facts are incorporated herein by reference.

11. The deadline for API to object to the assumption and assignment of its Potential Assumed Contract is extended from August 1, 2018 to a date to be determined by the Parties;

12. The hearing on assumption and assignment of API's Potential Assigned Contract is continued from August 2, 2018 to a date and time to be determined by the Parties, pursuant to the Court's self-set calendar, after October 29, 2018 but before December 1, 2018, and

11

111

111

1

11

11

**STIPULATION TO EXTEND DEADLINE TO OBJECT – AP  
Healthcare Corporation**

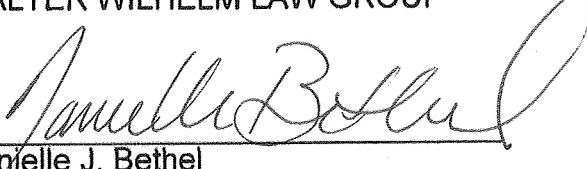
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
13. API's Potential Assumed Contract shall not be assumed by the District  
absent a resolution of the "cure amount" by mutual consent of the Parties or by further  
order of the Court.

IT IS SO STIPULATED.

Dated: July 31, 2018

WALTER WILHELM LAW GROUP

By:

  
Danielle J. Bethel  
Attorneys for Tulare Local Healthcare District,  
dba Tulare Regional Medical Center

FOLEY & LARDNER LLP

Dated: July 31, 2018

By:

  
Emil P. Khatchatourian  
Attorneys for API Healthcare Corporation